

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DR-14-T-0064	<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	11-Aug-2014	1 OF 51

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. 122096	
7. ISSUED BY USACE, BALTIMORE 10 SOUTH HOWARD STREET, ROOM 7000 BALTIMORE MD 21201		CODE W912DR	8. ADDRESS OFFER TO (If Other Than Item 7) CODE		
TEL:		FAX:		See Item 7	
9. FOR INFORMATION CALL:		A. NAME +HAYKER C BAPTISTE		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 410-962-3529	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

EMBNKMENT ACCESS ROAD PAVEMENT & ELECTRIC POLE REPAIR

Title of project: Embankment Access Road Rehab and Electric Pole Repair, East Sidney Dam

The contractor shall provide all labor, supervision, materials, equipment and supplies required to complete the embankment access road pavement removal and electric pole repairs at the East Sidney Dam Franklin, New York, IAW the Statement of Work.

Magnitude of Construction: Between \$25,000 and \$100,000.

All questions or Request for Information (RFI) shall be submitted via e-mail to robert.n.jackson@usace.army.mil no later than 15 August 2014, 11:00AM (EST) to allow for responses prior to close date of the solicitation.

This procurement is set aside 100% Small Business.

11. The Contractor shall begin performance within 15 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section 0800 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 22 Aug 2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK

**EAST SIDNEY DAM
FRANKLIN, NEW YORK
EMBANKMENT ACCESS ROAD REHAB
AND ELECTRIC POLE REPAIR**

STATEMENT OF WORK

Statement of Work: The Contractor shall provide all labor, supervision, materials, equipment, and supplies to complete the following:

Embankment Access Road Pavement Removal

1. **Summary:** Remove existing asphalt surface at the East Sidney Dam embankment road. Add stone, level, and grade the stone base. Stabilize the base stone with the application of emulsified asphalt. See the Location Map for area of work.
2. **Existing Surface:** The embankment road on top of the dam is composed of 4" of asphalt on a gravel base. The road is 16' wide and sloped 3" each way from the crown. The road asphalt is in poor condition with large transverse cracks. Four inches of existing asphalt shall be removed and hauled away. Disposal of material shall be offsite and in compliance with all local, state, and federal regulations.
3. **Road Profile:** The existing stone base shall be graded and compacted to match the original profile including a crown elevation of at least 1228.5'. See the Typical Embankment Section for the profile. Where the existing gravel is insufficient to achieve the required crown elevation and profile, aggregate shall be added. Though most segments may need only 2"-3" of additional aggregate, significant aggregate is needed between monuments M-7 and M-9 where between 6" and 24" of aggregate may be required. M-6 is between monuments M-7 and M-8.
4. **Aggregate Placement:** Added aggregate material shall be Type 4 according to NYDOT Standard Specifications Section 733-04 except that no recycled material will be accepted and the material passing respective sieves shall be as required in Table 1. When adding aggregate, the surface of the existing aggregate shall be scarified. The maximum loose lift thickness shall be 6". Compaction of disturbed, loose, or added aggregate shall be by 4 vibratory and 2 static passes of a 10 ton roller. Adjacent to the concrete dam, a plate tamper may be used.

Table 1

Sieve Size	%Passing
2"	100%
1 1/2"	95%-100%
3/4"	70%-90%
3/8"	50%-70%
1/4" (No. 4)	30%-65%
No. 30	12%-35%
No. 40	5%-30%
No. 200	0%-10%

5. Survey Monuments: Nine survey monuments labeled M-1 to M-9 exist in the embankment access road. The Contractor shall survey the monuments prior to the completion of field work. Surveying shall be performed by a registered professional land surveyor. A report identifying the final monument measurements shall be submitted to the Government. Following the survey, the monuments may be cut off at or below grade and abandoned in place. New monuments will be established by the Government at a later date. Most recent monument measurements and their locations can be found in Table 2. All monuments are between 3" below and flush with the existing asphalt. See the East Sidney Dam – Instrumentation Plan for an aerial view of the monument locations.

Table 2

Monument	Centerline Station	Elevation July 2011
Reference Monument	0+50	1238.58
M-1	2+00	1228.59
M-2	4+00	1228.54
M-3	6+00	1228.66
M-4	8+00.23	1228.46
M-5	10+00	1228.28
M-7	11+87.50	1227.64
M-6	12+00	1227.36
M-8	12+25	1226.81
M-9	12+44.50	1228.69

6. Emulsified Asphalt: Emulsified asphalt or cationic emulsified asphalt, AASHTO Grades RS-2 and CRS-2, may be used. The emulsified asphalt shall be homogeneous, shall be miscible with water in all proportions, and shall show no separation of asphalt within 30 days after delivery, provided separation has not been caused by freezing. The emulsified or cationic emulsified asphalt shall meet the following requirements: Asphalt distillation by mass:

63% min.; Viscosity, Saybolt Furol at 122F, sec.: 150-400; Demulsibility, 35ml of 0.02N CaC12: 60%min. The emulsion shall be mixed between 140°F and 175°F. Apply emulsified asphalt when the entire surface is in condition to permit satisfactory penetration and adhesion, and when air, surface, and aggregate temperatures are 60F. Do not apply emulsified asphalt if rain is imminent or if freezing temperatures are expected within 24 hours after application. Apply bituminous material at a rate of 0.5 to 1 gallon per square yard. Use a distributor designed, equipped, calibrated, maintained, and operated so material may be applied uniformly, on variable widths of surface up to 15 feet, at readily determined and controlled rates, as specified, capable of uniform distributing pressure, and with an allowable variation from any specified rate not exceeding 0.02 gallon per square yard. Provide a distributor equipped with a tachometer, pressure gauges, accurate volume-measuring devices or a calibrated tank, a thermometer for measuring temperatures of tank contents, a power-operated pump, and full circulation spray bars adjustable laterally and vertically.

7. Quantities: The area of asphalt to be removed is approximately 2,050 square yards.
8. Submittals: Daily Construction Quality Control Report(s).
Manufacturer's Product Data sheets for the Emulsified Asphalt.
Aggregate grade certification and delivery tickets from quarry.

Electric Pole Repair

1. Summary: Provide and install a new push pole at the existing dead-end electric pole at East Sidney Dam. Additionally, the existing guide wire to the building shall be reattached to the dead-end pole by a new clevis and insulator. The current transformer will also be reattached in this location. See the Location Map for area of work.
2. Push Pole: The push pole shall be a new line pole of the same diameter as the dead-end pole. The push pole shall be attached as high as feasibly possible to the existing pole by a new brace designed specifically for this purpose such as those by Hubbell Power Systems, Inc. or similar. The pole shall be buried a minimum of 4 feet in the ground and founded on rock. The existing pole height is unknown, but it is estimated to be 35'. For images of the pole and location of work, see Photographs 1 through 3.
3. Repairs: The broken clevis and insulator shall be replaced with new parts and reattached to the guide wire on the opposite side of the new push pole. The existing current transformer will also be righted and reattached to the pole so that the conduit to the electric meter is straightened.

4. Grounding and Over-Current Protection: All work and materials shall be in accordance with the NFPA 70: National Electrical Code to include but not be limited to grounding and overcurrent protection.

Submittals: Daily Construction Quality Control Report(s).

SPECIAL CONDITIONS

1. Commencement of Work: Work shall commence no later than 15 days award and be completed within 90 days. The start date will be coordinated with Head Dam Operator, Mr. Bill Cook.
2. Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Operations Manager, Susquehanna River Project.
3. Accident Prevention: In performing this contract the Contractor shall comply with all current Federal, State, and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 and shall comply with any subsequent changes. Information regarding acquiring the Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the USACE Headquarters website at <http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx> Prior to commencement of work under this contract the Contractor shall furnish the following for approval by the Government:
 - A. Accident Prevention Plan Section I, Article 01.A.11, EM 385-1-1, dated 15 Sep 08
 - B. Activity Hazard Analyses Section I, Article 01.A.13, EM 385-1-1, dated 15 Sep 08
4. Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient means feasible. The Contractor shall complete forms furnished and/or provide a written description of the incident within 24 hours of notification to do so.
5. Security Policy and Procedures: All contractor and associates sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility

access and local security policies and procedures (provided by government representative).

6. Suspicious Activity Reporting Training: The contractor and all associated sub-contractors shall receive a brief/training (provided by government representative) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.
7. Pre-screen Candidates using E-Verify Program: The Contractor must pre-screen Candidates using the E-Verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-Verify system.
8. Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Construction Control Representative. The Contractor shall hold and save the Government, its officers, and agents free and harmless from liability of any nature occasioned by the Contractor's performance.
9. Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work the Contractor shall restore the work area to the original condition, to be approved by the Contracting Officer.
10. Environmental Protection: The Contractor is required to comply with all Federal, State, and Local environmental regulations.
11. Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State, and Local laws and regulations and shall comply with any subsequent changes.
12. Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.
13. Superintendent: The Contractor shall act as or provide a Superintendent who acts as a quality control manager whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of

contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the Government representative for normal day-to-day administration of the contract provisions. The Superintendent will be required to attend pre-work conference(s) prior to commencing work under this contract.

14. Project Operation: East Sidney Dam is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the projects or employees. It is the responsibility of the Contractor to coordinate all work with Mr. Cook.

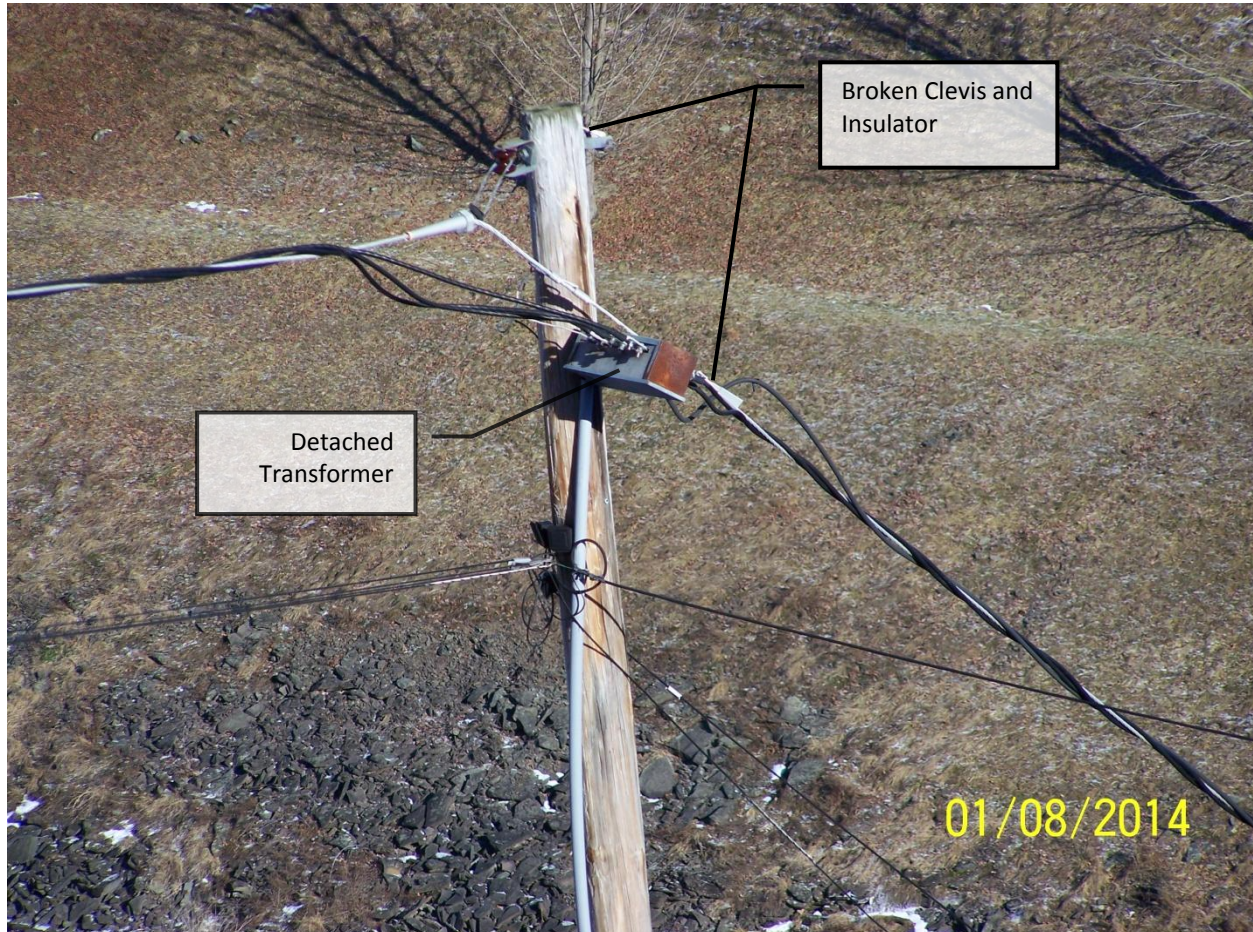
INVOICES AND PAYMENT

1. Invoices: The Contractor shall submit itemized invoices no sooner than 5 days from the completion of the contract activity and no later than 15 days from the completion of the total contract activity. The invoice shall accurately reflect work completed. Each invoice at a minimum shall contain the following information:
 - Contractor name and address, exactly as it appears on the contract
 - Contract number
 - Date of invoice submission
 - Invoice or Call Order number
 - Invoice total
2. Corrections: Incorrect invoices will be returned to the Contractor for correction before processing payment. Corrected invoices shall be re-dated to reflect the new submission date.
3. Remittance: Invoices shall be submitted via post-mail and/or electronic mail to the following addresses for payment. Should changes occur to the mailing addresses the Contractor shall be notified of the correct recipient.

VIA Post Mail: U.S. Army Corps of Engineers
Susquehanna River Project
ATTN: Andi Griffith
306 Railroad Street, Rear
Danville, PA 17821

VIA Electronic Mail: Andi.Griffith@usace.army.mil

ATTACHMENTS



Photograph 1

Close up of broken clevis and insulator and detached current transformer.



Photograph 2
General view of dead-end pole.



Photograph 3

General view of dead-end pole with new push pole location.

SUBMISSION OF INVOICES

a) Original invoices for services performed under the contract will be submitted to and payment will be made by:

USACE FINANCE CENTER
ATTN: DISBURSING
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

U.S. ARMY CORPS OF ENGINEERS

SUSQUEHANNA RIVER PROJECT
ATTN: ANDI GRIFFITH
306 RAILROAD STREET, REAR
DANVILLE, PA 17821

PRIMARY CONTRACTING OFFICER

“The primary Contracting Officer for this action is Colette B. Day; however, any Contracting Officer holding the appropriate warrant authority in the Baltimore District can serve as the Contracting Officer for this contract.

Also, please note that any time the primary Contracting Officer changes; it will be incorporated into the contract via unilateral modification to the contract.”

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS

Quotes can be submitted via e-mail at iyaker.c.baptiste@usace.army.mil, fax at (410)-962-2001, ATTN: Iyaker Baptiste or via mail to U.S. Army Corps of Engineers, Contracting Division, Simplified Acquisition Team, ATTN: Iyaker Baptiste, 10 South Howard Street, 7th floor, Room 7000, Baltimore, MD 21201-2530.

Offerors must complete all line items to be considered for award. All line items must be priced. Quotes providing partial pricing shall be considered non-responsive.

**EAST SIDNEY DAM
FRANKLIN, NEW YORK
EMBANKMENT ACCESS ROAD REHAB AND ELECTRIC POLE REPAIR
BID SCHEDULE**

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, materials, equipment and supplies to perform work in accordance with the specifications of the Statement of Work.

ITEM	DESCRIPTION	UNIT	AMOUNT
0001	Embankment Access Road Pavement Removal	Job	_____
0002	Electric Pole Repair	Job	_____

BID SCHEDULE

Total

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$36.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

 FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-7 Alt I	System for Award Management-- Alternate I	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-9	Buy American--Construction Materials	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984

52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **90 calendar days**. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237310- assigned to contract number W912DR-14-T-0064.

(Contractor to sign and date and insert authorized signer's name and title).

Company Name: _____

Name: _____ Date: _____

Title: _____

Signature: _____

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
1.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **NY Chenango; NY Delaware; NY Otsego; NY Schuyler; NY Steuben; NY Tompkins; PA Bradford; PA Tioga.**

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

(i) A payment bond.

(ii) An irrevocable letter of credit (ILC).

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within **10** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

- (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 85 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including

contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 85 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 85 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding national holidays) by contacting:

Name: BILL COOK

Address: EAST SYDNEY LAKE
90 TRIVERFIELD RD.
FRANKLIN, NY 13775

Telephone: 607-829-6006

(End of provision)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series

equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11) .

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.dtic.mil/dfars>

(End of clause)

Section 00800 - Special Contract Requirements

WAGE DETERMINATION

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. NY140021 dated 07/25/2014

* WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are setup exclusively to furnish material to the on-site construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if

dedicated exclusively to the Federal project for a time. (29
CFR 5.2 (1))

General Decision Number: NY140021 07/25/2014 NY21

Superseded General Decision Number: NY20130021

State: New York

Construction Types: Heavy and Highway

County: Delaware County in New York.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	03/07/2014
3	05/16/2014
4	05/30/2014
5	06/13/2014
6	07/04/2014
7	07/11/2014
8	07/25/2014

ASBE0040-001 05/01/2014

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings and finishings to		
all types of mechanical		
systems.....	\$ 26.83	20.01
HAZARDOUS MATERIAL HANDLER		
Duties limited to		
preparation wetting;		
stripping; removal;		
scrapping; vacuuming;		
bagging; and disposing of		
all insulation materials,		
whether they contain		
asbestos or not from		
mechanical systems.....	\$ 17.37	9.95

BOIL0197-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 31.10	23.72

 BRNY0003-017 12/01/2013

BINGHAMTON CHAPTER

	Rates	Fringes
CEMENT MASON.....	\$ 29.36	17.79

CARP0277-018 07/01/2014

	Rates	Fringes
CARPENTER.....	\$ 28.40	20.45

ELEC0325-003 06/01/2014

TOWNSHIPS OF DAVENPORT, DELHI, DEPOSIT, FRANKLIN, HAMDEN,
 MASONVILLE, MEREDITH, SIDNEY, TOMPKINS AND WALTON AND THAT
 PORTION OF COLCHESTER AND HANCOCK TOWNSHIPS NORTH OF THE EAST
 BRANCH OF THE DELAWARE RIVER.

	Rates	Fringes
CABLE SPLICER.....	\$ 35.25	23.76
ELECTRICIAN.....	\$ 31.50	23.65

ELEC0363-005 06/01/2014

DELAWARE COUNTY (Portion of)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	6%+23.60+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial
 Day, Fourth of July, Labor Day, Presidential Election Day,
 Veteran's Day, Thanksgiving Day, Day after Thanksgiving,
 Christmas Day

 ELEC1249-003 05/05/2014

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems) Flagman.....	\$ 24.07	7%+19.75+a

Groundman (Truck Driver).....\$ 32.10	7%+19.75+a
Groundman Truck Driver (tractor trailer unit).....\$ 34.10	7%+19.75+a
Lineman & Technician.....\$ 40.12	7%+19.75+a
Mechanic.....\$ 32.10	7%+19.75+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/06/2014

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....\$ 27.31	7%+19.75+a	
Groundman digging machine operator.....\$ 40.96	7%+19.75+a	
Groundman truck driver (tractor trailer unit).....\$ 38.68	7%+19.75+a	
Groundman Truck driver.....\$ 36.41	7%+19.75+a	
Lineman and Technician.....\$ 45.51	7%+19.75+a	
Mechanic.....\$ 36.41	7%+19.75+a	
Substation:		
Cable Splicer.....\$ 50.06	7%+19.75+a	
Flagman.....\$ 27.31	7%+19.75+a	
Ground man truck driver....\$ 36.41	7%+19.75+a	
Groundman digging machine operator.....\$ 40.96	7%+19.75+a	
Groundman truck driver (tractor trailer unit).....\$ 38.68	7%+19.75+a	
Lineman & Technician.....\$ 45.51	7%+19.75+a	
Mechanic.....\$ 36.41	7%+19.75+a	
Switching structures; railroad catenary		

installation and
 maintenance, third rail
 type underground fluid or
 gas filled transmission
 conduit and cable
 installations (including
 any and all fiber optic
 ground product by any
 other name manufactured
 for the dual purpose of
 ground fault protection
 and fiber optic
 capabilities), pipetype
 cable installation and
 maintenance jobs or
 projects, and maintenance
 bonding of rails; Pipetype
 cable installation

Cable Splicer.....	\$ 51.48	7%+19.75+a
Flagman.....	\$ 28.08	7%+19.75+a
Groundman Digging Machine Operator.....	\$ 42.12	7%+19.75+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 39.78	7%+19.75+a
Groundman Truck Driver.....	\$ 37.44	7%+19.75+a
Lineman & Technician.....	\$ 46.80	7%+19.75+a
Mechanic.....	\$ 37.44	7%+19.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-008 01/01/2014

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 29.12	3%+4.43
Groundman.....	\$ 12.98	3%+4.43
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 27.64	3%+4.43
Tree Trimmer.....	\$ 22.41	8.30+3%+a

a. New Year's Day, President's Day, Good Friday, Decoration

Day, Independence Day, Labor Day, Veteran's Day,
Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0825-014 01/01/2013

HEAVY AND HIGHWAY, ROAD AND STREET CONSTRUCTION:

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.02	27.25
GROUP 2.....	\$ 39.43	27.25
GROUP 3.....	\$ 37.52	27.25
GROUP 4.....	\$ 35.89	27.25
GROUP 5.....	\$ 34.18	27.25
GROUP 6.....	\$ 42.84	27.25

NOTES: Hazmat Premium 20 percent
 Hydrographic Premium .50

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, November Election Day, Veterans Day, and Decoration Day provided the employee works one day in the calendar week during which the holiday occurs

POWER EQUIPMENT OPERATORS: HEAVY AND HIGHWAY, ROAD STREET
SEWER CLASSIFICATIONS

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); Autograde-Pavement-Profiler (CMI and Similar Types); Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead An Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of Boom Including Length of Leads Shall Determine Premium Rate Applicable), Pile Driver (length of boom including length of leads shall determine rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate Based On Size Of Bucket) Not Applicable To Pipehook) Boring and Drilling Machines, Brush Chopper,

Shredder and Tree Shredder Tree Shearer, Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 5 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planing; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist") Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro- Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; "straddle" Carrier, Rose and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Crubing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machine (power), Batchers, Batching Plant and Crusher on Site; Belt Conveyor System; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (Alroad); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economy, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platform Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Greasers; Pavement Breakers, Small, Self-Propelled ride on type (also Maintains Compressor or Hydraulic Unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hold Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type);

Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines; Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator.

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of Any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler, tire repair

GROUP 6: Helicopters pilot

ENGI0825-015 01/01/2013

	Rates	Fringes
Power equipment operators:		
OIOSTATIC MAINLINES AND		
TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 43.95	27.75
GROUP 2.....	\$ 42.30	27.75
GROUP 3.....	\$ 42.30	27.75
GROUP 4.....	\$ 38.66	27.75
GROUP 5.....	\$ 45.88	27.75
GROUP 6.....	\$ 45.88	27.75
STEEL ERECTION		

GROUP 1.....	\$ 45.04	27.75
GROUP 2.....	\$ 43.38	27.75
GROUP 3.....	\$ 40.59	27.75
GROUP 4.....	\$ 37.93	27.75
GROUP 5.....	\$ 36.40	27.75
GROUP 6.....	\$ 42.21	27.75
GROUP 7.....	\$ 44.65	27.75
TANK ERECTION		
GROUP 1.....	\$ 45.81	27.75
GROUP 2.....	\$ 44.97	27.75
GROUP 3.....	\$ 46.45	27.75
GROUP 4.....	\$ 42.88	27.75
GROUP 5.....	\$ 37.67	27.75

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20 percent
Tunnel Premium	.75

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, November Election Day, Veterans Day and Decoration Day provided the employee works one day in the calendar week during which the holiday occurs

POWER EQUIPMENT OPERATORS: STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler, staddle carrier

GROUP 7: Helicopter Pilot .

For TANK ERECTION

NOTES:

Tunnel Premium	\$.75
Hazmat Premium	20%
Hydrographic Premium	\$.50

FOOTNOTES: a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday, Election Day, Veterans Day and Decoration Day provided the employee works one day during the calendar week in which the holiday occurs

POWER EQUIPMENT OPERATORS: TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

For OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

PAID HOLIDAYS:

a. New Years, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Washington's Birthday November Election Day and Veterans Day, Decoration Day Provided the Employee works one day in calendar week during which the holidays occurs.

POWER EQUIPMENT OPERATORS: OILSTATIC MAINLINES AND
TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines

GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair

GROUP 6: Helicoter Pilot

IRON0012-001 05/01/2014

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up.....	\$ 25.78	17.96
Sheeter.....	\$ 29.30	21.79
Structural, Ornamental,		
Rodman, Machinery Mover,		
Rigger, Fence Erector,		
Reinforcing, Stone		
Derrickmen.....	\$ 29.05	21.79

LABO0017-004 07/01/2013

Twps of Andes, Bovina, Davenport, Delhi, Franklin, Hamden,
Harpersfield, Kortright, Middleton, Roxbury and Stamford

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 29.65	21.35+a
GROUP 2:.....	\$ 34.00	21.35+a
GROUP 3:.....	\$ 37.90	21.35+a
GROUP 4:.....	\$ 41.65	21.35+a
TUNNEL, SHAFT & CASSION WORK		
GROUP 1:.....	\$ 42.65	21.35+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons

HEAVY AND HIGHWAY CLASSIFICATION

GROUP 1: Flag person, gateperson

GROUP 2: General laborer, chuck tender, handling and distributing of drinking water, distributing all tools and supplies of laborers, AFL-CIO trades tenders, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying brushing and covering of concrete for curing and preservative purposes, scaffold, builder, concrete curb and sidewalk form setter, permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air tarack, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all

landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto- remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine.

GROUP 3: Ingersoll Rand, heavy duty crawler master type HCMZ, any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen, including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

For TUNNEL, SHAFT & CASSION WORK

GROUP 1: Laborer, Pit and Dumpman, chuck Tender, Brakeman and Powder; Miner and all machine men, Safety Miner, all shaft work, cassin work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

LABO0785-014 07/01/2012

TOWNSHIPS OF SIDNEY, MASONVILLE, WALTON, TOMPKINS, DEPOSIT,
HANCOCK AND COLCHESTER

	Rates	Fringes
Laborers:		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 24.41	16.55+a
GROUP 2.....	\$ 24.61	16.55+a
GROUP 3.....	\$ 24.81	16.55+a
GROUP 4.....	\$ 25.01	16.55+a
GROUP 5.....	\$ 26.41	16.55+a

FOOTNOTE

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day and New Years Day

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Common Laborers, Flaggers

GROUP 2: Bull float, Chain saw, Concrete aggregate bin,
Concrete bootman, Gin buggy, Hand or machine vibrator,
Jackhammer, Mason tender, Mortor mixer, Pavement breaker,
Handlers of all steel mesh, Small generators for laborers'
tools, Installation of bridge drainage pipe, Pipelayers,
Vibrator type rollers, Tamper, Drill doctor tail or screw
operator on asphalt paver, Water pump operator (1 1/2' and
single diaphram), nozzle (asphalt gunnite, seeding and
sandblasting), laborers on chain link fence erection, rock
splitter and power unit, pusher type concrete saw and all
drill doctor tail or screw operator on asphalt paver, Water
pump operator (1 1/2'and single diaphram), Nozzler (asphalt
gunnite, seeding and snadblasting), laborers on chain link
fence erection, rock splitter and power unit, pusher type
concrete saw and all other gas, electric, oil and air tool
operators, wrecking laborers

GROUP 3: All rock or drilling machine operators (except
quarry master and similar type), acetylene torch operators
and asphalt paver, powerman

GROUP 4: Blasters, form setters, stone or granite curb
setters

GROUP 5: Hazardous waste removal

PAIN0004-006 05/01/2014

	Rates	Fringes
Painters:		
Bridges.....	\$ 38.00	22.75
Epoxy-Brush & Roller.....	\$ 24.75	14.92
Painters and Tapers.....	\$ 24.50	14.92
Spray Epoxy.....	\$ 25.75	14.92
Spray Work/Steeple Jack (over 100 ft).....	\$ 25.50	14.92
Structural Scaffold (Over 39 ft).....	\$ 25.00	14.92
Structural Steel (buildings) Spray Work.....	\$ 25.00	14.92
Toothpick Staging (Over 25 ft).....	\$ 25.00	14.92

PAIN0677-003 05/01/2014		

	Rates	Fringes
GLAZIER.....	\$ 23.50	15.34

PLUM0021-004 05/01/2013		

ZONE 2

MIDDLETOWN AND ROXBERRY TOWNSHIPS

	Rates	Fringes
PLUMBER.....	\$ 46.14	26.27

* PLUM0112-001 05/01/2014		

REMAINDER OF COUNTY

	Rates	Fringes
Plumber and Steamfitter Southern Zone.....	\$ 31.63	22.74

ROOF0203-001 06/01/2011		

	Rates	Fringes
ROOFER.....	\$ 23.12	12.72

SHEE0112-004 01/01/2013		

	Rates	Fringes
Sheet metal worker.....	\$ 27.60	15.26

TEAM0693-002 07/01/2012		

HEAVY AND HIGHWAY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 21.92	16.99+a
GROUP 2.....	\$ 21.92	16.99+a
GROUP 3.....	\$ 21.92	16.99+a
GROUP 4.....	\$ 22.12	16.99+a
GROUP 5.....	\$ 22.12	16.99+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday.

TRUCK DRIVERS: HEAVY & HIGHWAY CLASSIFICATION:

GROUP 1: Pick-ups; Panel Trucks; Flatboy Materials Trucks (straight jobs); Single Axle Dump Trucks; Dumpsters; Receivers; Greasers; Truck Tireman

GROUP 2: Tandems; Batch Trucks; Mechanic

GROUP 3: Semi-trailers; Low-boy Trucks; Asphalt Distributor Trucks; Agitator; Mixer Trucks and Dumpcrete Type Vehicles; Truck Mechanic; Fuel Truck

GROUP 4: Specialized Earth Moving Equipment - Euclid type or similar off-highway Equipment, where not self-loaded; Straddle (Ross) Carrier; Self-contained Concrete Unit

GROUP 5: Off-highway Tandem Back Dump; Twin Engine Equipment; Double-Hitched Equipment where not self-loaded

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION